

**Bylaws**  
of the San Antonio Alliance  
of Teachers and Support Personnel

TSTA/NEA

TxAFT AFL-CIO

# Bylaws

## of the San Antonio Alliance of Teachers and Support Personnel

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# **Bylaws**

of the San Antonio Alliance  
of Teachers and Support Personnel

## **ARTICLE I**

**Name**

The name of the organization shall be the **San Antonio Alliance of Teachers and Support Personnel**, hereinafter referred to as the Alliance.

## **ARTICLE II**

**Object**

### **Section 1. Purpose**

The purpose of the Alliance shall be to further the interests of the San Antonio Independent School District employees.

### **Section 2. Goals**

To achieve this objective the goals shall be to:

- A. Ensure that all students are afforded an equal opportunity for quality education.
- B. Create adequate public understanding of the challenges educational employees face;
- C. Ensure that all educational workers are accorded the rights and respect that they deserve, including decision-making power in the workplace;
- D. Gain adequate compensation and regard for educating and serving our community's children;
- E. Ensure that the best education practices are incorporated into each classroom;
- F. Achieve a bargained contract for each educational employee; and
- G. Expand our resources to meet the growing needs of our members and public education.
- H. Educate the membership on the power of political action.

## **ARTICLE III**

### **Membership**

### **Section 1. Membership Eligibility**

A. There shall be five (5) classes of membership: Active, Retired, Reserve, Student, and Staff.

1. Active:

- a. Any SAISD non administrative employee or other non administrative individual whose position is directly or indirectly funded by SAISD;
- b. Any officer of the Alliance or one of its affiliates; and
- c. Any other group of employees as determined by the Executive Council;

2. Retired:

Any retired employee who was eligible for membership in the Alliance immediately prior to retirement from the SAISD

3. Reserve:

Any member of the Alliance on an approved leave of absence from SAISD

4. Student:

Any college student enrolled in a formal teacher education program;

5. Staff:

Staff employed by the Alliance

B. Irrespective of any other provision of this document, the following shall be excluded from membership:

1. Individuals who are employed at the level of Assistant Principal and above; and
2. Individuals who are employed at the level of Assistant Director and above:

### **Section 2. Membership Rights**

- A. Except as limited by these Bylaws, all members will have full membership rights.
- B. The rights for the following classes of members! Retired, Reserve, Student, and Staff shall be the same as all other members except that those members will not have the right to vote, hold office, or represent the Alliance as a delegate to an affiliate convention.

## **ARTICLE IV Dues**

### **Section 1. Active Members**

- A. The total annual dues shall include the dues and/or per caps of the affiliates.
- B. The annual local dues for teacher class members shall be no more than .27% of a SAISD bachelor's degreed teachers salary with zero (0) years experience.
- C. The annual local dues for paraprofessional, full time classified members, and ½ time teacher members shall be no more than 65% of the teacher class local dues.
- D. The annual local dues for part-time classified and paraprofessional members shall be no more than 47% of the teacher class local dues.
- E. The Executive Council will set local dues within the limits specified above.

### **Section 2. Limited Participation Members**

- A. The annual dues for Retired class members shall be \$1.
- B. The monthly dues for Reserve class members shall be \$10.
- C. The annual dues for Student class members shall be \$10.
- D. The annual dues for Staff class members shall be \$100.

### **Section 3. Dues Assessment**

The Representative Assembly may add a dues assessment to the dues for a specific purpose with a specific duration. Such action must be recommended by the Executive Council and be approved by a two-thirds (2/3) of the Representative Assembly with thirty (30) day notice.

## **ARTICLE V**

### **Affiliates**

### **Section 1. Affiliation with State and National Education Organizations**

- A. The Alliance shall be affiliated with the:
  1. Texas State Teachers Association (TSTA);
  2. National Education Association (NEA);
  3. Texas Federation of Teachers (TFT); and
  4. American Federation of Teachers (AFT).
- B. The Alliance shall comply with all applicable provisions in the governance documents of these state and national affiliates.

**Section 2. AFL-C10 Affiliation**

- A. The Alliance shall be an organizational affiliate of the AFL-CIO. Individual members of the Alliance are not individual members.
- B. Those members coming from SATC and ESPSA who notifies the Alliance by November 30, 2004 that they do not wish to have per caps paid to the AFL-CIO will have that portion of their dues deposited into a designated fund to be used at the discretion of the Executive Council.
- C. The Alliance will pay per caps on all other members.

**Section 3. Other Affiliations**

The Alliance may affiliate with other organizations with similar goals, as determined by the Executive Council.

**ARTICLE VI  
Officers**

**Section 1. Officers**

There shall be five elected officers

- A. President
- B Two Executive Vice Presidents (one teacher unit member and one paraprofessional-classified unit member)
- C. Secretary
- D. Treasurer

**Section 2. Succession**

- A. If the President resigns or vacates his/her position, the Executive Vice Presidents shall act as co-Presidents until a successor is elected. The newly elected President shall take office immediately.
  - 1. If the vacancy occurs in the first three (3) years of the term, a special election shall be called. If the vacancy occurs in May, June or July the election will be conducted in September, otherwise the election will occur within thirty days of the vacancy.
  - 2. If the vacancy occurs in the last year of the term the Executive Vice Presidents shall continue serving as co-Presidents until the regular election is completed.
- B. The President shall appoint with the approval of the Executive Council replacements for all other officers who resign or vacate their positions. All appointees shall be from the same constituency as the member they are replacing.

**Section 3. Duties**

The Officers will be responsible for the day-to-day operation of the Alliance. They will work closely with the local, state and national staff to implement long-range, strategic plans and/or activities for the organization, as established by the Executive Council.

- A, The President shall:
  - 1. Preside at all meetings of the Representative Assembly and the Executive Council
  - 2. Be the primary representative and spokesperson for the organization
  - 3. Recommend policy to the Executive Council
  - 4. Oversee consultation
  - 5. Make appointments with the approval of the Executive Council.
  - 6. Build and maintain relationships (including lobbying as necessary) with:
    - a. SAISD School Board and the Central Administration,
    - b. Local and state elected officials
    - C. State and national affiliate organizations
    - d, others such as the Executive Council shall direct
- B. Executive Vice Presidents shall:
  - 1. Assist the President in leading and managing the Alliance. In addition, they shall have operational responsibility for assisting the President in carrying out policy.
  - 2. Perform the duties of the President in the absence of that officer.

- C. Secretary shall:
  1. Oversee the distribution of all regular and special meeting notices
  2. Keep the records of the Executive Council and the Representative Assembly, and handle all official correspondence resulting from the actions of these bodies
- D. Treasurer shall:
  1. Maintain financial and membership records
  2. Serve as the chairperson of the Budget Committee
  3. Assist with audits of financial records
  4. Recommend and monitor the budget
  5. Advise the Executive Council and Representative Assembly on financial matters

**Section 4. Election and Term**

- A. All officer elections shall be conducted in the spring of even numbered years
- B. All elections shall comply with applicable laws and the policies and procedures of the state and national affiliates.
- C. All contested elections shall be conducted by open nomination and secret ballot sent to every member.
- D. All officers and all elected Executive Council members shall be elected at-large by the general membership.
- E. The term of office shall start on June 1 of even numbered years and shall be for four (4) years or until their successors are elected.
- F. The Executive Council shall adopt dates and necessary policy(ies) to implement the elections.
- G. The President and Executive Vice Presidents shall be delegates to all affiliate governance conventions.

**Section 5. Term Limit**

No individual may serve in the same office more than eight (8) consecutive years.  
 Proviso - The term limit shall not include any time served prior to May 31, 2012.

**Section 6. Removal from office**

- A. An Officer may be removed from office for misfeasance, malfeasance, or nonfeasance according to policies adopted by the Executive Council. Such policies must provide the accused officer with a due process hearing.
- B. If twenty (20)% of the members petition the Executive Council for a recall election for an officer the election will be conducted within thirty (30) days unless the petition is received in June, July or August. In that case the recall election will be conducted in September. If a majority of the members vote to remove the officer that office will be declared vacant and the office will be filled using the succession provision in Section 3.

**ARTICLE VII  
Staff**

**Section 1. Executive Director**

When financially feasible, an Executive Director may be employed. The Executive Director shall be employed and evaluated by the Executive Council. The Executive Director shall report directly to the President. The Executive Director shall be responsible for overseeing the day-to-day staffing operations, including but not limited to, directing, supervising, and/or coordinating the work of the staff.

**Section 2. Accountability**

Local staff will be responsible to the local elected leaders and/or the Executive Director, if appropriate. All staff will reflect the philosophy and values of the Alliance. The staff will have major responsibilities in the following areas:

- A. Organizing and membership recruitment;
- B. Leadership training for members;
- C. Engaging current members to become actively involved
- D. Providing excellent advocacy/service for all members; and
- E. Any other duties as determined by the President and/or Executive Director.

### **Section 3. Professional Development for Staff**

The Alliance will design and implement an ongoing professional development plan for its staff.

## **ARTICLE VIII Executive Council**

### **Section 1. Composition**

The Executive Council shall consist of the five officers, two elected paraprofessional unit representatives, two elected classified unit employee representatives, four elected teacher unit representatives and the chairpersons of the standing committees. The chairpersons shall serve as ex-officio members, without vote. Members serving as officers of state or national affiliates shall serve as ex-officio members. The four teacher unit representatives shall include one elementary representative, one middle school representative, one high school representative and one non-classroom representative.

### **Section 2. Duties**

- A. Develop policies for the Alliance
- B. Assist in building the membership base,
- C. Ensure a system of effective advocacy for employee rights,
- D. Provide a long-range, strategic plan,
- E. Conduct an evaluation of the program,
- F. Recommend the annual budget.
- G. Amend the budget between Representative Assembly meetings.
- H. Adopt such policies that are required by these Bylaws or are necessary to insure the smooth operation of the Alliance.

### **Section 3. Election and Term**

- A. Election for elected members of the Executive Council shall:
  - 1. Shall be conducted in the spring of even numbered years
  - 2. Shall comply with applicable laws and the policies and procedures of the state and national affiliates.
  - 3. All contested elections shall be conducted by open nomination and secret ballot.
  - 4. All elected Executive Council members shall be elected at-large by the general membership.
- B. The term for elected members of the Executive Council start on June 1 of even numbered years and shall be for two (2) years or until their successors are elected.

### **Section 4. Succession**

The President shall appoint with the approval of the Executive Council replacements for all elected Executive Council members who resigns or vacates their positions, All appointees shall be from the same constituency as the members they are replacing.

### **Section 5. Diversity**

The President, with the approval of the Executive Council, may appoint additional members to the Executive Council to ensure that it reflects the diversity of the entire membership. These members shall have full voting rights on the Executive Council.

## **Section 6. Quorum**

There shall not be a required quorum.

## **Section 7. Meetings**

Regular and special meetings shall be called by the President. A special meeting may be called by petition of fifty percent (50%) of the voting members.

# **ARTICLE IX Representative Assembly**

## **Section 1. Composition**

- A. Representatives to the Representative Assembly shall be elected to serve at a ratio of one representative for every twenty members or major fraction thereof. Each building or site shall be guaranteed at least one representative. It shall be the goal of the Alliance to have the representatives reflect its membership.
- B. The elected officers and elected members of the Executive Council shall also serve as voting members of the Representative Assembly.
- C. Committee Chairpersons shall serve as ex-officio members, without vote, to the Representative Assembly.

## **Section 2. Duties**

The duties of the Representative Assembly shall include:

- 1. Approval of the annual budget
- 2. Recommending policies and procedures to the Executive Council
- 3. Communicating issues, concerns and needs from their respective buildings or sites

## **Section 3. Election and Term**

Representatives will be elected in the spring semester by members at a site to a one- year term and shall serve without limitation as to the number of terms to which they may be re-elected. Vacancies shall be filled through a building or site election.

## **Section 4. Meetings**

The Representative Assembly shall meet at least five times per year.

## **Section 5. Purpose**

The purpose of the Representative Assembly shall to create a structure for facilitating regular two-way communication with the members.

## **Section 6. Quorum**

There shall not be a required quorum.

## **Section 7. Meetings**

Regular and special meetings shall be called by the President. A special meeting may be called by petition of ten percent (10%) of the voting members.

# **ARTICLE X**

## **Committees**

### **Section 1. Standing Committees**

The Alliance shall have the following standing committees:

- A. Classified Unit Consultation Advisory Committee



This committee will provide input on consultation items involving district wide issues pertaining to classified employees.

**B. Paraprofessional Unit Consultation Advisory Committee**

This committee will provide input on consultation items involving district wide issues pertaining to paraprofessional employees.

**C. Teacher Unit Consultation Advisory Committee**

This committee will provide input on consultation items involving district wide issues pertaining to teacher class employees.

**D. Employee Benefits Committee**

This committee will advise the SAISD on matters pertaining to employee benefits.

**E. Salary Committee**

This committee will study the SAISD salary structure and advise the President on matters pertaining to salary.

**F. Professional Development Committee**

This committee will recommend and implement professional development programs

**G. Legislative Committee**

This committee will develop and implement the Alliance lobbying plan.

**H. Advocacy**

This committee will develop and implement the Alliance plan for protecting the rights of members.

**I. Building and Grounds**

This committee will solicit funds and develop and implement plans for the preservation of the Alliance's fixed assets.

**J. Public Relations/Social**

This committee will plan and implement all of the Alliance's social events.

**K. Elections**

This committee will organize and conduct all of the Alliance's elections

**Section 2. Appointment**

The President, with the approval of the Executive Council, shall appoint Chairpersons and members of all committees. Input regarding committee members shall be solicited from the Chairperson of that committee

**Section 3. Special Committees**

There shall be a Budget and Audit special committees. The Executive Council may establish other special committees as needed.

**ARTICLE XI**

**Due Process**

The Alliance shall provide a due process hearing before any officer is removed from office or any members is censored, suspended, or expelled. The Executive Council shall serve as a hearing committee and shall adopt rules for hearings. Chapter XX, *Robert's Rules of Order, Newly Revised* may be used in the absence of rules adopted by the Executive Council. Additionally any SAISD employee who is denied membership has the right to appeal that decision to the Executive Council.

**ARTICLE XII  
Parliamentary Authority**

The rules contained in the current edition of *Robert's Rules of Order, Newly Revised* shall govern the Alliance in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Alliance may adopt.

**ARTICLE XIII  
Amendments**

These Bylaws may be amended by two-thirds vote at any regular meeting of the Representative Assembly provided that notice of the amendment is given at the preceding RA meeting and a copy of the amendment is sent to each Alliance Representative at least five days prior to the vote.

**PROVISO**

1. The issue of term limits for the officers and elected members of the Executive Council shall be determined in a special election to be held in the fall of 2006. Time served in the predecessor organizations shall not be considered part of the initial term of office.
  
2. The Alliance shall plan and conduct a campaign to formally educate all members about the benefits of affiliation with the AFL-CIO. On or before November 1, 2004, the Alliance shall send a notice to all former members of TSTA, informing them of their opportunity to opt out of having part of their dues paid to the AFL-CIO. Those members will have 30 days to decide.
  
3. An amount equal to the AFL-CIO per caps for all TSTA members will be deposited into an escrow account. The decision to opt out will not reduce the total amount of dues paid by a member. The per caps from former TSTA members who choose to opt out will be placed into a designated fund to be used at the discretion of the Executive Council.
  
4. In the Spring 2009 election, the term for officers shall be for three (3) years and then four (4) years thereafter.
  
5. Proviso – In the Spring 2009 election, the term for Executive Council members shall be for three (3) years and then four (4) years thereafter.

<b>Spring</b>	<b>Elections</b>
2009	Election for officers and executive council for 3 year terms.
2010	
2011	
2012	Election for officers for 4 year terms and executive council for 2 year terms. Term limit clock starts for officers.
2013	
2014	Election for executive council for 2 year terms.
2015	
2016	Election for officers for 4 year terms and executive council for 2 year terms.
2017	
2018	Election for executive council for 2 year terms
2019	
2020	Election for officers for 4 year terms and executive council for 2 year terms. If officer was elected in 2012 he/she would be ineligible to run for reelection.

## **Addendum**

### **Term Limit Bylaw Amendment**

#### **Results of Alliance term limit referendum**

In May 2003, when the Alliance's predecessor organizations merged, the question of whether to have term limits for its officers was left deferred. The merger agreement called for a referendum this school year on whether the Alliance should or should not have term limits. Every Alliance member received a ballot in November, 2006 to vote on this issue. The results of the referendum were as follows:

Yes to requiring term limits: 403 (52%)

No to requiring term limits: 369 (48%)

Non-compliant votes: 21

I move to amend the San Antonio Alliance of Teachers and Support Personnel byz:

1. Changing the term of office for officers to four years.
2. Adding a provision for the recall of officers.
3. Limiting officers to a maximum of eight year in the same office.
4. Providing a transition period so that the next election for officers will be for a three year term with four year term thereafter.
5. Adding a term limit proviso that states that the term limit prohibition for officers shall start in 2012 with time in office prior to that not counted.
6. Continuing the term for Executive Council to two year terms without a term limit and providing a transition of a three year term for the first election and terms of two years thereafter.

Note: Words that are struck through are being deleted and words that are underline are being added.

## **Financial and Operational Standards Policy for San Antonio Alliance of Teachers and Support Personnel**

### 1. Purpose of Policy

As the governance of the San Antonio Alliance of Teachers and Support Personnel, we acknowledge our special responsibility to ensure the integrity, honesty and reputation of the Association. We pledge our support to the members, students and communities we serve.

As leaders, we are entrusted fiduciaries of the Association and the keepers of its voice. Members believe in us, support us and trust us with Association resources. We, the governance of the San Antonio Alliance, accept the responsibility to treat Association resources with the utmost of care and to adhere to the highest ethical standards. To that end, we acknowledge the principles that will guide us, the control activities we will use to protect the resources entrusted to us, and our process to monitor those controls.

### 2. Code of Ethical Conduct

In fulfillment of our obligation we commit to:

- Exercise appropriate fiduciary responsibilities over Association resources;
- Fully and fairly disclose and act appropriately in avoiding actual or apparent conflicts of interest;
- Comply with applicable rules and regulations of the Association and government agencies;
- Respect confidentiality of information acquired in the course of our work;
- Provide Association constituents with information that is complete, accurate and appropriate;
- Carry out activities professionally, with honesty and integrity;
- Not knowingly be a party of any illegal activity or breach of fiduciary responsibility;
- Report violations of this Code in accordance with all applicable rules of procedure;
- Institute due process policies for violations of this Code of Ethics;
- Be accountable for adhering to this Code.

### 3. Integrity of Internal Controls

A strong Internal Control structure is fundamental to achieving Association goals. Internal Controls must be designed to provide reasonable assurances regarding the safeguarding of resources against mistakes, fraud or abuse, reliability of operating and financial information, continued commitment to compliance with Association policies, applicable laws and regulations, and the accuracy of our business activities and records. Internal Controls must be built on uncompromising integrity, good business judgment and a culture of good control practices.

In fulfillment of our obligation to maintain the highest standards of quality in financial reporting through business ethics and effective internal controls, we support:

1. A control environment founded on ethical values and technical competence;
2. The implementation of control activities (documentation, approvals, segregation of fiscal duties and authority, regular and meaningful reporting and review of financial reports and variances, etc.);
3. Documentation of systems of internal control procedures in a comprehensive manner as well as roles and responsibilities of related governance (and employees, if applicable);
4. Appropriately communicating with and educating governance (and employees, if applicable) on their roles and responsibilities.

### 4. Audit Committee

In the spirit of sound fiscal practices, we believe in the oversight of our financial systems. To that end, the San Antonio Alliance of Teacher and Support Personnel shall engage an outside CPE auditor or firm to complete an independent audit of it finances and operations. The final audit report and auditor's management letter and recommendations will be submitted to both the Executive Council and our state affiliates. The CPE auditor or firm or representative there of will make this presentation to the Executive council.

## 5. Local Record Keeping and Financial Reporting

The San Antonio Alliance of Teachers and Support Personnel will establish and maintain applicable and relevant principles, controls, procedures and disclosure to govern Association finances including the following basic standards:

### Record Keeping and Controls

Maintain complete, chronological records, documents and audit trail for all receipts (collections/deposits), disbursement (payments), bank accounts and other assets, using Quick Books.

Deposit all receipts (collections) promptly in the Association bank account(s).

Segregate and promptly remit state and national affiliate dues or per caps, and other non-local funds from Local monies.

Establish and maintain a responsible records retention policy to protect the Association financial and other records and comply with related IRS, legal and other requirements and ensure the timely records transfer/access to successor elected officers when terms of service end.

### Sound Financial Practices

Make all payments by check with supporting documentation and written approvals.

Prohibit checks payable to "cash".

Require two signatures on all checks.

Prohibit signed blank or incomplete checks.

Provide procedures and controls for the use of local association credit cards (see procedures attached). Closely monitor the use, reporting and accounting for all credit card transactions and effect necessary and timely corrective actions for violations or abuse.

The use of local association debit cards will be prohibited.

Adopt a policy requiring full Executive Council approval of all major (\$5000) and extraordinary expenditures.

Establishing and implementing a local finance disclosure policy and process to provide individual member access to available information about local finances upon reasonable request and to provide required general public access to the locals IRS Form 990 related non-profit organization tax returns.

Adopted, November 18, 2010

Policy on Conflicts of Interest  
and Disclosure of Certain Interests

This conflict of interest policy is designed to help directors, officers and employees of the San Antonio Alliance of Teachers and Support Personnel identify situations that present potential conflicts of interest and to provide San Antonio Alliance of Teachers and Support Personnel with a procedure which, if observed, will allow a transaction to be treated as valid and binding even though a director, officer or employee has or may have a conflict of interest with respect to the transaction. The policy is intended to comply with the procedure prescribed in Texas statutes governing conflicts of interest for directors of nonprofit corporations. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in Texas statutory provisions, the statute shall control. All capitalized terms are defined in Part 2 of this policy.

1. **Conflict of Interest Defined.** For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:
  - a. Outside Interests.
    - i. A Contract or Transaction between San Antonio Alliance of Teachers and Support Personnel and a Responsible Person or Family Member.
    - ii. A Contract or Transaction between San Antonio Alliance of Teachers and Support Personnel and an entity in which a Responsible Person or Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative.
  - b. Outside Activities.
    - i. A Responsible Person competing with San Antonio Alliance of Teachers and Support Personnel in the rendering of services or in any other Contract or Transaction with a third party.
    - ii. Responsible Person's having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative of, or consultant to; an entity or individual that competes with San Antonio Alliance of Teachers and Support Personnel in the provision of services or in any other Contract or Transaction with a third party.
  - c. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment or other favors from any individual or entity that:
    - i. does or is seeking to do business with, or is a competitor of San Antonio Alliance of Teachers and Support Personnel; or
    - ii. has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from San Antonio Alliance of Teachers and Support Personnel;
    - iii. is a charitable organization operating in Texas;
    - iv. under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of San Antonio Alliance of Teachers and Support Personnel.

## **2. Definitions.**

- a. A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.
- b. A "Responsible Person" is any person serving as an officer, employee or member of the Executive Council of San Antonio Alliance of Teachers and Support Personnel.
- c. A "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of a Responsible Person.
- d. A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family Member's judgment with respect to transactions to which the entity is a party. This includes all forms of compensation.
- e. A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, the establishment of any other type of pecuniary relationship, or review of a charitable organization by San Antonio Alliance of Teachers and Support Personnel. The making of a gift to San Antonio Alliance of Teachers and Support Personnel is not a Contract or Transaction.

## **3. Procedures.**

- a. Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.
- b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c. A person who has a Conflict of Interest shall not participate in or be permitted to hear the board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Executive Council of San Antonio Alliance of Teachers and Support Personnel has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Executive Council.
- e. Responsible Persons who are not members of the Executive Council of San Antonio Alliance of Teachers and Support Personnel, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to the Chair or the Chair's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect San Antonio Alliance of Teachers and Support Personnel's participation in such Contract or Transaction. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

4. **Confidentiality.** Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of San Antonio Alliance of Teachers and Support Personnel. Furthermore, a Responsible Person shall not disclose or use information relating to the business of San Antonio Alliance of Teachers and Support Personnel for the personal profit or advantage of the Responsible Person or a Family Member.
  
5. **Review of policy.**
  - a. Each new Responsible Person shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.
  
  - b. Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions or circumstances might include service as a director of or consultant to a nonprofit organization, or ownership of a business that might provide goods or services to San Antonio Alliance of Teachers and Support Personnel. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Chair, the Executive Director, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
  
  - c. This policy shall be reviewed annually by each member of the Executive Council. Any changes to the policy shall be communicated immediately to all Responsible Persons.

Adopted 11/18/10